



October 5, 2021

INVITATION TO BID

Lawn Care / Landscape Maintenance
Various Locations
Bid Reference No. 22-031

The City of Albany, Procurement Division, 222 Pine Avenue, Suite 260, Albany, Georgia, on behalf of Dougherty County, will receive sealed Bids until **2:30 p.m., November 9, 2021**, for lawn care and landscape maintenance at various locations. A list of addresses with detailed scope of work is contained herein. All work is to be performed in accordance with attached specifications and bid documents. Contract shall be for one year with four (4) options to renew for additional one-year terms per O.C.G.A. § 36-60-13.

This is a unit price contract and will be awarded as one project. Bids will be awarded to the responsive and responsible bidder submitting the lowest grand total bid in the manner that best benefits Dougherty County.

A **Pre-Bid Conference** will be held on **October 21, 2021, @ 10:00 a.m.** at 222 Pine Avenue Room 120, Albany, Georgia. **All attendees are required to wear a Mask and Practice Social Distancing.** **All interested contractors are strongly encouraged to attend.**

The City of Albany strongly encourages Small Business Firms to participate in this bid.

Bid documents & specifications are available at the Procurement Office, www.albanyga.gov, and the Georgia Procurement Registry.

All Corporations should provide the corporate seal, a copy of the Secretary of State Certificate of Incorporation, and a listing of the principals of the corporation with the bid.

For additional information, contact Kimberly M. Allen, Buyer, at (229) 431-3211. Submit all questions via email to kiallen@albanyga.gov cc: tewilliams@albanyga.gov and mtrotter@albanyga.gov . The deadline for questions is **November 2, 2021**. Questions received after this deadline may not be answered. Replies of substance will be in the form of written addenda and made available to all potential bidders.

City of Albany,

Yvette Fields, CPPB, NIGP-CPP
Director

CENTRAL SERVICES

P.O. BOX 447 ALBANY, GA 31702 | PHONE: 229.431.3211 | FAX: 229.431.2184 | www.albanyga.gov

**DOUGHERTY COUNTY
PROCUREMENT DIVISION
ALBANY, GEORGIA
INSTRUCTIONS TO BIDDERS**

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder.
 - (a) The ability, capacity and skill of bidder to perform required service.
 - (b) Whether bidder can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for County use.
 - (f) The ability of bidder to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids if they are deemed advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
4. All requested information should be included in bid envelope. All desired information must be **signed** and included for your bid to receive full consideration. **Failure to submit any required form will be cause for bid to be rejected as non-responsive.**
5. All questions, inquiries and requests for clarification shall be directed to Procurement.
6. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by the County to terminate such contract, and the nature of such action shall be determined by the County and specified in the contract; (3) The contract shall state the total obligation of the County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by the County.
7. Quote all prices F.O.B. Albany, Georgia or our warehouse or as specified in bid documents.
8. Each bid or proposal shall be clearly marked on the outside of the envelope as a Sealed Bid whether using a County furnished envelope or other envelopes.
9. Bid/Proposal must be received and stamped by the Procurement Office before time stipulated in bid/proposal documents. No responsibility will attach to any County representative or employee for premature opening of bid not properly addressed or identified.
10. If only one bid is received, the bid may be rejected and/or re-advertised, except in the case of only one known source of supply.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Should a bid be misplaced by the County and found later it will be considered.
13. Bids requiring bid bonds **will not** be read or considered if bond is not enclosed. Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
14. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to advise in their application or use. A bidder at any time requested must satisfy the Procurement Office and County Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, such as a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
16. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The County reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of the County to do so for the purpose of testing.
17. County will reject any material, supplies or equipment that do not meet the specifications, even though bidder lists the trade name or names of such materials on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The County may purchase more or less than the estimated quantity, and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacturer's current published literature, will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.

21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
22. Prospective bidders are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Office and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Office, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The contractor agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by the County.
24. Unless otherwise specified by the procurement office all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification or exception noted on bid sheet.
25. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to the County or who has failed in any former contract with the County to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal/bid for the same item will be considered sufficient cause for rejection of all bids/proposals in which he is interested.
27. Unless otherwise specified the County reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the County.
28. The County reserves the right to waive any minor discrepancies, reject any or all bids or proposals, and to purchase any part, all or none of the services, materials, supplies or equipment specified.
29. Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid/proposal **IN THE SPACE PROVIDED** will be cause for rejection of the bid. Signature must be written in ink.
30. Any bidder may withdraw his bid at any time before the time set for opening of bids. No bid may be withdrawn without cause in the 60-day period after bids are opened.
31. It is mutually understood and agreed that if any time the Procurement Office shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Office shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in bid/proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Office, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amount of such excess to the County on notice by the Procurement Office of the excess due.
32. If the bidder proposes to furnish any item of a foreign make or product, he should write "Foreign" together with the name of the originating country opposite such item on bid/proposal.
33. Any complaint from bidders relative to the Invitation to Bid or any attached specifications should be made prior to the time of opening of bids, otherwise such complaint cannot be properly considered.
34. No vendor writing restrictive specifications for the County will be allowed to bid on the project.
35. Contracts may be cancelled by the County with or without cause with 30-day written notice.
36. Dougherty County has an equal opportunity purchasing policy. The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the County programs. The County affirmatively works to encourage utilization of minority business enterprises in our procurement activities. The County provides equal opportunities for all businesses and does not discriminate against any vendors regardless of race, color, religion, age, sex, national origin, or handicap.
37. **All Corporations must provide the corporate seal and a copy of the Secretary of State's Certificate of Incorporation upon request.**
38. Local bidder (domiciled in Dougherty County) will receive bid in the event of tie bids. In the case of tie bids between out of town companies or between local concerns, evaluated as equal, bid will be recommended or awarded by chance coin toss, or drawing straws.
39. The contractor shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
40. **Prior to submitting bid, check website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any subsequent addendums.**

PROCUREMENT FORM – REVISED 3/18/2018

SPECIAL INSTRUCTIONS TO BIDDERS
Lawn Care and Landscape Maintenance
Bid Ref#. 22-031

General: This contract is for the lawn maintenance cycle which includes grass mowing, trimming, and edging, and proper removal/disposal of debris for the properties listed below. Please see scope of work below for additional information. The contractor is responsible for knowledge of and compliance with all laws, codes, ordinances, and regulations that are applicable to this type of work.

Dougherty County Properties

EMS Stations

Description	Serial Number	Description 2
EMS SOUTHEAST STATION	SOUTHEAST STATION	401 E HONEYSUCKLE
EMS WEST STATION	WEST STATION	503 NORTH WESTOVER
EMS EAST STATION	EAST STATION	1501 CLARK AVENUE
EMS SOUTH STATION	SOUTH STATION	2040 NEWTON ROAD
EMS HEADQTRS - PALMYRA	EMSHEADQTRS-PALMYRA	1436 PALMYRA ROAD

Do Co Libraries

Description	Serial Number	Description 2
WESTTOWN LIBRARY	LIBRARY2	2124 WADDELL AVENUE
TALLULAH MASSEY LIBRARY	LIBRARY3	2004 STRATFORD DRIVE
SOUTHSIDE LIBRARY-BLDG	LIBRARY4	821 OAKRIDGE DRIVE
CENTRAL LIBRARY	LIBRARY5	300 PINE AVENUE
NORTHWEST LIBRARY	LIBRARY6	2507 DAWSON RD

Other

Description	Serial Number	Description 2
National Guard Armory	National Guard Armory	1500 N MONROE
Mule Barn	Mule Barn	101 S FRONT STREET
	(Mule Barn located on Broad Avenue)	

Scope of Work:

A. General Maintenance

1. **All mowing and trimming shall be performed according to the growth but no less than once per week March-November and once every other week November-February. All other services should be performed on a weekly basis.**
2. All areas which have pine straw are to be blown and straightened, cleaned of any trash and fluffed once per week the entire contract year.
3. The Contractor's responsibility shall be limited to the property line unless noted otherwise.
4. Regarding trimming service, both labor and equipment are to be included with each trimming.
5. String trimming will be performed around trees, bushes, and other landscaping in such a manner as to not damage them. String trimming will be performed around obstacles such as flag poles, fences, and the foundations of buildings as to maintain a generally neat appearance.
6. The Contractor shall be required to remove/vacuum excess grass clippings, leaves and other debris so cut areas are left in a neat and clean appearance.
7. All sidewalks and walkways adjacent to mowed areas shall be cut and trimmed at least once weekly.
8. Cutting standards – Grass Height: no more than 2 inches unless drought conditions then no more than 2 ½ inches. This is to include the height of any weeds which typically grow quickly.
9. Shrubbery should be pruned/maintained as needed and according to their blooming cycle, so they remain aesthetically pleasing and uniform. A complete pruning should be performed a minimum of 6 times per year.
10. The Contractor shall be required to remove bottles, trash, sticks, debris, and other objects prior to each cutting. These items shall not be left in place for the mowers to pass over.
11. The Contractor's representative shall be available to tour the activity areas with a designated county representative to review the work immediately after lawn maintenance should the County representative request.
12. Call Back Provisions: A representative from the company must return calls in a timely manner, no later than the end of business day.
13. Contractor must have equipment and personnel capable of completing 1 cycle of service to all properties prior to the next cycle beginning.

14. Disease Control: Regularly inspect plants, trees and shrubs for diseases and discard any with severe disease symptoms
15. Replace pine straw mulch in all plant beds three times per year in March, July, & November.
16. The Contractor must present to Dougherty County's Representative a three (3) month quarterly calendar outlining their plan of services for the quarter prior to the beginning of the quarter; to include: dates, site name, and location address.

B. Seasonal Services

These services shall be considered in addition to the contract. Prior approval with a purchase order must be obtained by contractor before beginning work. Herbicide applications, insect control or other chemical applications, irrigation repairs, tree removal or trimming.

C. Additional:

1. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to his/her neglect. The Contractor shall be entirely responsible for all apparatus, equipment and appurtenances furnished by him/her in connection with the work and special care shall be taken to protect all parts thereof in such a manner as may be necessary or as directed.
2. Cancellation Option: If cancellation is for default of contract due to nonperformance, the contract may be cancelled without notice by the owner.
3. Non-Acceptable Conditions: If an inspection by the County Administrator or Department Director of County Representative reveals that the contractor's work results in any non-acceptable maintenance condition the following steps will be taken; 1. The Asst. Public Works Director or appointed representative at the time of the first occurrence shall call a meeting with the contractor to review the condition. 2. Should a second occurrence develop; a second meeting will be held. A letter of warning will follow. 3. Should a third occurrence develop a written notice of termination will be sent to the contractor. In the event of such termination, the County may deem it appropriate to perform services similar to those that have been terminated. The contractor shall be liable for any excess cost for such services. The Contractor shall not be liable for any increase cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.
4. Contract Modifications: The County reserves the right to increase or decrease service or make any changes necessary at any time during the duration of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be pro-rated on the contract. Prices for extra work requested during this contract, which are not part of this contract, will be negotiated at the time of occurrence. Changes of any nature after the contract has been awarded, which reflect an increase or decrease in requirements or cost, shall require a written change of service to be issued by the owner's representative.
5. Safety Equipment, Proper Clothing and Appearance: The Contractor is responsible for ensuring that personnel working on grounds are wearing safety equipment per O.S.H.A. and other mandated requirements. All personnel shall maintain a clean and neat appearance.

6. The Contractor shall be held liable for all damages done, as a result of his/her operation, to fixed objects such as signs, posts, buildings, and all vegetation, including turf, trees, shrubs, and desirable natural growth. Damage shall include among other things; skinning, scarping, climbing, or gouging of trees or shrubs, and rutting, scalping, or tearing of turf. Cost associated with damages caused by the contractor to plant material will be assessed upon the owner's risk management guidelines or insurance carrier's direction.
7. **Contractor's Labor / Equipment:** Contractor's bid shall include furnishing all necessary labor (to include manpower and hand labor), materials, tools, equipment (excluding heavy duty equipment), transportation, supervision, and all other items necessary to complete the contract requirements in accordance with Specifications, General Conditions, Special Instructions to Bidders and all other provisions included in this Informal Bid.

Note: Heavy-duty equipment is defined as any equipment not normally utilized for lawn maintenance purposes such as a backhoe, skid steer loader or other construction type equipment. Hand Labor is defined as manual labor involving the hands, which includes picking up debris, pulling weeds, or use of hand tools. Any other incidental items that may be classified as hand labor must be discussed with the Project Manager or designated representative for consideration and approval.

8. **Bid Form:** Bid **must** be submitted on the Bid Form provided in this bid package. The Contractor is to provide a price for each line item on the bid form in order for their bid to be considered complete. The unit price will be the rate paid annually for the specific location. Payments will be made monthly on a prorated basis. The bid will be awarded to the lowest responsive and responsible bidder(s) in the manner that best benefits Dougherty County. For all projects, each address should be quoted separately for record keeping purposes.
9. **Schedule:** The proposed mowing schedule calls for once per week and three "on-call" cuts during the course of the contract. In the event of a drought or significantly low rainfall, mowing frequency on all or any portion of the lots may be temporarily adjusted at the discretion of the Project Manager or designated representative. **Upon written notification from Project Manager or designated representative, Contractor is required to clean-up trash, debris, leaves, limbs, etc. once per week for all locations listed on the bid schedule.**

Contractor and Project Manager or designated representative will agree to a monthly calendar schedule, which will be used to evaluate all work. Within twenty-four (24) hours of completing mowing within each designated category as listed within the bid document, Contractor must submit photographic evidence with a date and time stamp per lot via email to Chuck Mathis, cmathis@dougherty.ga.us. Dougherty County staff will perform spot checks of random properties prior to approval of any invoice. Failure to adhere to this provision may result in non-payment of invoices by the County.

In the event that the Project Manager or designated representative discovers (upon inspection), that a site was not mowed, within twenty-four (24) hours, the Contractor shall perform maintenance of the property(ies) and notify the Project Manager or designated representative of completion as outlined within this bidding document. If additional inspections are required after any 2nd inspection of any given property associated with this contract, an inspection fee will be assessed in the amount of \$25.00 per location.

10. **Penalty:** **In the event the Contractor is unable to maintain the above schedule, assistance will be provided by the County at cost plus 20%, which will be deducted from any monies due, or which may become due to the contractor under this contract agreement.**

11. **Qualifications:** The contractor certifies that he/she is qualified to perform all services under the contract in a workmanlike and professional manner. He/she further certifies that sufficient equipment and manpower will be available to accomplish all mowing on a regular and timely basis.
12. **General Insurance Requirements:** Contractor shall maintain insurance with companies licensed to do business in the State of Georgia acceptable to the County for the protection of the County and name it as an additional insured, against all claims, losses, costs or expenses arising out of injuries or death of persons whether or not employed by contractor, whether arising from the acts or omission, negligence or otherwise of contractor or any of its agents, employees, patrons, or other persons, and growing out of work being done by Contractor on behalf of County, such policies to provide for a liability limit on account of each accident resulting in the bodily injury or death of not less than One Million (\$1,000,000) Dollars, a liability limit of not less than One Million (\$1,000,000) Dollars for each accident for property damage. Contractor shall also carry product liability insurance for personal injuries and/or death in the amount not less than One Million (\$1,000,000) Dollars for any one person. Contractor shall maintain a combined single liability limit of Five Hundred Thousand (\$500,000) Dollars, covering owned, non-owned, and hired vehicles. Contractor shall furnish evidence to the County of the continuance in force of said policies by providing copies of the policy to the Facilities Management Director. A Certificate of insurance is not acceptable. The County's sole judgment shall control as to the sufficiency of the coverage.
13. Contractor shall furnish to the County satisfactory evidence that it carries Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
14. **Indemnification:** Contractor agrees to indemnify and hold harmless the County, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of contractor or based on alleged negligence of contractor, its officers, agents, or employees and contractor shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the negligence of the County.
15. **Preservation of Property:** The contractor shall carry out his work with such care and by the proper methods to prevent damage to the property adjacent to the work or within streets, easement locations to the extent the owner may have rights therein, or other property of the owners or of others, whether adjacent to the work site or not, the removal, relocation, or destruction of which is not called for by the provisions of the contract documents; it being a condition of the execution of the contract that the work be performed in such manner that the property of others and other property of the owner shall not be damaged in any way. The word PROPERTY, as used, is intended to include among other types of property, public street improvements, storm and sanitary sewers, water lines and appurtenances, or other structures. Should any property be damaged or destroyed, the contractor at his own expense shall promptly, or within reasonable time, repair or make such restoration as is practical and acceptable to the owner of the damaged or destroyed property. In case of failure on the part of the Contractor to repair or restore such property, or make good such damage or injury, the Project Manager(s) or designated representative may within forty-eight (48) hours' notices, proceed to repair, rebuild, or otherwise restore such property as may be necessary, and the cost thereof will be deducted from any monies due or which may become due the contractor under this contract agreement. The contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid delay, damage, injury or destruction of existing public service installations and structures; and shall at all times in the performance of the work avoid interference with, or interruption of, public utilities services, and shall cooperate fully with the owners thereof to the end.
16. No bid may be withdrawn for a period of sixty (60) days from the bid opening date.
17. **Permits and Fees:** The contractor shall secure all required permits, license, certificates, etc., as required. Successful bidder shall be required to possess or obtain a current City of Albany Occupational Tax Certificate or Registration. Likewise, all subcontractors physically working on this project shall be required to possess or obtain a current City of Albany Business License or Registration.

18. The Owner reserves the right to reject any and all bids and to waive any informalities in the bid process.
19. **Certificate of Non-Collusion:** An executed copy of this form **should** accompany your bid. (See Attached).
20. **Governing Law & Venue:** An executed copy of this form **should** accompany your bid. (See Attached).
21. **Debarred Bidders Certification Form:** An executed copy of this form **should** accompany your bid.
22. **Drug Free Workplace:** An executed copy of this form **should** accompany your bid. (See Attached).
23. **Georgia Security and Immigration Compliance Act:** The successful contractor will provide certification that he is in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A § 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A § 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program. **Complete and submit a copy of the form with your bid.**
24. **Indemnity Certification:** An executed copy of this form **should** accompany your bid. (See Attached).
25. **Invoicing:** Contractor shall submit invoices within fourteen (14) days of completion of work. Failure to adhere to this provision may result in non-payment by Dougherty County.

Payment: Payment for inspected work receipted within the specified time-period (fourteen days after completion of work) shall be made to the successful Contractor within thirty (30) days of invoice approval. All invoices are to be submitted to Dougherty County Public Works Department at 2038 Newton Road, Albany, Ga 31701.

26. **Interpretation of Estimate of Quantities:** (A) An estimate of quantities of work to be done and materials to be furnished under the specifications is given in the bid. It is given as a basis for comparison of bids and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the work. (B) Payment will be based on the actual quantities of work performed in accordance with contract, at the contract unit prices specified. No allowances will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Owner reserves the right to omit any item entirely, or to increase or decrease any or all items.
27. **Contract Renewal:** This will be a one (1) year contract with four (4) options to renew for additional one-year terms per O.C.G.A § 36-60-13 for multi-year purchases. Per GA Law O.C.G.A § 36-60-13, the contract terminates at the end of the calendar year in which the agreement is made as well as at the end of any calendar year for which the agreement is renewed. Dougherty County must issue written notification to contractor **thirty (30) calendar days** prior to December 31 to confirm termination. In absence of this written notice of termination, the contract will automatically continue. Either party to this contract may waive their option to renew this contract by providing written notice to the other party **sixty (60) calendar days** prior to the contract renewal date. Fees may be adjusted for each year after the initial year by the percentage increase in the U.S. Department of Labor's CPI-U, South Urban, Size B/C, for the most recent publication preceding the renewal date (applied to the rate in effect prior to the renewal).
28. The Owner reserves the right of first refusal for any and all items scheduled for lawn care or landscape maintenance.

29. **Bid Submittals (All items listed below must be submitted with bid)**

A. Bid Form

The following items should be submitted with bid:

- B. Governing Law & Venue Form
- C. Certificate of Non-Collusion Form
- D. Certification Regarding Debarment and Suspension
- E. Drug Free Workplace
- F. Indemnity Agreement
- G. Corporate Seal
- H. Secretary of State's Certificate of Incorporation
- I. Listing of the principals of Corporation
- J. Affidavit to Comply with OCGA § 13-10-9.

30. For additional information, please contact Kimberly M. Allen, Buyer, at (229) 431-3211. Questions or inquiries to be submitted in writing via email, kiallen@albanyga.gov cc; tewilliams@albanyga.gov and mtrotter@albanyga.gov.

BID FORM
Lawn Care and Landscape Maintenance
Various Locations
Bid Reference No. 22-031

Contractor Name

Date

The undersigned hereby declares that (he, she, they) has (have) made field inspection of the sites to be serviced and the work described in the Scope of Work; read Scope of Work, General Conditions, Special Instructions to Bidders, and other Contract Documents and proposes to perform the work for the below listed unit price:

1. Mowing to include finish mowing, trimming, trash pick-up, and all necessary hand labor and/or manual labor necessary to perform scope of work contained in this bid document:

EMS Stations

401 E. Honeysuckle	\$ _____ annually
503 North Westover	\$ _____ annually
1501 Clark Avenue	\$ _____ annually
2040 Newton Road	\$ _____ annually
1436 Palmyra Road	\$ _____ annually

DOCO Libraries

2124 Waddell Avenue	\$ _____ annually
2004 Stratford Drive	\$ _____ annually
821 Oakridge Drive	\$ _____ annually
300 Pine Avenue	\$ _____ annually
2507 Dawson Road	\$ _____ annually

Other

National Guard Armory-1500 N. Monroe Street	\$ _____ annually
Mule Barn (101 S. Front Street) Located on Broad Avenue	\$ _____ annually

GRAND TOTAL

\$ _____

2. Hand labor performed at \$_____ per hour (off-season cleanup only; Ref: page 5, item 5; sentence 3).
3. Heavy Duty equipment utilized at \$_____ per hour.
4. Debris hauled at \$_____ per ton. Certified weight tickets required.

Any work for items 2, 3, or 4 shall be mutually agreed upon (documented in writing) by the Project Manager(s) or designated representative and the successful Contractor prior to Contractor performing any work outlined in said bid document.

Work shall begin within ten (10) calendar days after issuance of the Notice to Proceed.

We acknowledge receipt of the following Addenda:
(Bidder to list all revisions received, or, if none, state "NONE RECEIVED")

Addendum # _____, dated _____ Addendum # _____, dated _____ Addendum # _____, dated _____

If awarded the contract, the Contractor will provide certificates(s) of insurance and proof of current City of Albany business license to the Procurement Office within ten (10) days following the issuance of the Notice of Award. The undersigned being duly sworn, hereby declares and affirms that they are an authorized representative of the above-named firm and further declares and affirms that the bid provided herein, and the statements provided herein are true and correct and are sufficiently complete so as not to be misleading.

Authorized Signature

Tax ID #

Address

City

State

Zip

Seal (If Incorporated)

Telephone #

Fax #

Email Address

(End of Bid Form)

*** COMPLETE AND SUBMIT WITH BID ***

CERTIFICATION OF NON-COLLUSION

The bidder being sworn, disposes and says, _____

The Contractor submitting this, and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

**** COMPLETE AND SUBMIT WITH BID ****

GOVERNING LAW AND VENUE

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

*** COMPLETE AND SUBMIT WITH BID ***

DEBARRED BIDDERS/INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

*** COMPLETE AND SUBMIT WITH BID ***

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

**** COMPLETE AND SUBMIT WITH BID ****

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of DOUGHERTY COUNTY (“DOCO”), by [CORPORATE NAME].

WHEREAS, [CORPORATE NAME] has submitted a bid to DOCO so as to provide
[describe the service, products(s)]_____.

NOW, THEREFORE, as an additional consideration in DOCO awarding the bid to [CORPORATE NAME],

[CORPORATE NAME] agrees to indemnify and hold harmless, DOCO, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all third party claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of its officers, agents, or employees in connection with the product or services involved in the bid; provided this indemnity shall not extend to any damage, injury or loss due to DOCO sole negligence or willful injury.

[CORPORATE NAME] shall reimburse DOCO for reasonable attorney fees and expenses of DOCO in defending all such claims and shall also be responsible for payment of all judgements.

WITNESS THE HAND AND SEAL of the undersigned pursuant to proper corporate authority this, ____ day of _____, 20__.

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

Title _____

[Affix Corporate Seal]



BOARD OF COMMISSIONERS
DOUGHERTY COUNTY
ALBANY, GEORGIA

BID REFERENCE NO. 22-031

CONTRACT

THIS AGREEMENT, made as of the _____ day of _____, 20____, by and between Dougherty County Board of Commissioners (Party of First Part, hereinafter called the Owner) and _____, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said Owner, for the consideration herein mentioned in his bid and under the penalty expressed in Bond, hereto attached, to furnish all equipment, tools, and materials, skill and labor of every description necessary to carry out and complete in good, firm, and substantial workmanlike manner, the specified work in strict conformity with the Plans and Specifications hereinafter set forth which together with the foregoing bid made by the Contractor, the Notice to Contractors, Instructions to Bidders, General Conditions, Addenda, Special Provisions and this Agreement, shall all form essential parts of the Agreement. The work covered by this Agreement includes all work shown on Plans and Specifications and listed in the attached bid.

The Owner shall pay and the Contractor shall receive the **UNIT PRICE** stipulated in the **Bid for Lawn Maintenance** as full compensation for everything furnished and done by the Contractor under this Contract. The full sum of \$ _____ shall be paid in thirty (30) day increments in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate. If the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor, services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner, to the payment of just claims.

It is agreed between the parties that if, at any time after the execution of the Agreement and the surety bonds hereto attached for its performance, the first party shall deem the surety or sureties upon such bond to be unsatisfactory, or, if for any reason, such bonds cease to be adequate to cover the performance of the work, the second party shall at its expense, within five (5) days after receipt of notice from the first party, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Agreement until such new or additional security for the performance of the work shall be furnished in manner and form satisfactory to the first party.

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

Contractor agrees to indemnify and hold harmless the County, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of contractor or based on alleged negligence of contractor, its officers, agents, or employees and contractor shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the negligence of the County.

IN WITNESS WHEREOF the parties hereto have executed this Agreement **in duplicate** this ____ day of _____, 20____.

ATTEST:

Dougherty County Board of Commissioners
Owner

(CLERK)

By: _____

PRINTED NAME

TITLE

(SEAL)

CONTRACTOR

By: _____

PRINTED NAME

TITLE

WITNESS

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	
Solicitation /Contract Name:	

CONTRACTOR AFFIDAVIT

I understand that Dougherty County may not enter into a contract with _____ (Name of Corporation) unless it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit" (2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Dougherty County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13- 10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent Contractor)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON

Notary Public

[NOTARY SEAL]

My Commission Expires: _____